

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

DE LAGE LANDEN FINANCIAL SERVICES, INC.

PLAINTIFF

V.

CIVIL ACTION NO. 1:10cv187LG-RHW

**PREMIER EQUIPMENT RENTAL AND SALES, LLC;
PREMIER CRANWORKS, LLC**

DEFENDANT

AGREED FINAL JUDGMENT OF REPLEVIN

This cause came on for hearing on May 21, 2010, on the Complaint for Replevin Without Bond filed by Plaintiff De Lage Landen Financial Services, Inc. (“DLL”) against Defendants Premier Equipment Rental and Sales, LLC and Premier Craneworks, LLC (“Defendants”). The Court, upon agreement of DLL and Defendants, hereby finds the DLL is entitled to the relief requested. It is therefore,

ORDERED AND ADJUDGED that DLL is entitled to permanent and immediate possession of one (1) 2008 Grove RT 9130E Rough Terrain Crane, serial number 228160; one (1) 2008 Grove RT 760E Rough Terrain Crane, serial number 228290; and one (1) 2008 Grove RT 880E Rough Terrain Crane, serial number 228201 (collectively the “Grove Cranes”) currently located at Defendants’ premises at 14405 Stennum Drive, Biloxi, Mississippi 39532. The Grove Cranes are to be seized by the United States Marshall without further process upon the Defendants, and deliver said property to DLL, a certified copy of the Agreed Final Judgment of Replevin being furnished to the United States Marshall as evidence of his authority to seize such property and deliver it to DLL.

IT IS FURTHER ORDERED AND ADJUDGED, upon agreement of DLL and the Defendants, DLL shall not exercise its right of immediate possession of the Grove Cranes as long

as DLL and the Defendants are engaged in good faith negotiations regarding a revised payment schedule or other payment arrangements that will satisfy Defendants' delinquent indebtedness owed to DLL on the Grove Cranes and will allow Defendants to retain possession of said property. Should good faith negotiations cease between DLL and Defendants, DLL shall not repossess the Grove Cranes until Defendants have received at least five (5) days written notice from DLL, stating its intention to repossess one or more of the Grove Cranes located on Defendants' property. DLL shall not provide any such notice prior to the expiration of the automatic stay following the entry of the Agreed Judgment of Replevin pursuant to Rule 62 of the *Federal Rules of Civil Procedure*.

IT IS FURTHER ORDERED AND ADJUDGED that this Judgment has preclusive effect as to DLL's rights of possession only and any and all other rights claims and defenses available to the parties are reserved and not waived by the entry of this Judgment.

SO ORDERED AND ADJUDGED this the 1st day of June 2010.

s/ *Louis Guirola, Jr.*

Louis Guirola, Jr.
United States District Judge

Agreed To:

/s Seth C. Little
Seth C. Little (MSB #102890)
Counsel for Plaintiff

/s William J. Little, Jr.
William J. Little, Jr. (MSB #1287)
Counsel for Defendants